

DARRYL J. HOROWITT #100898  
COLEMAN & HOROWITT, LLP  
Attorneys at Law  
499 West Shaw, Suite 116  
Fresno, California 93704  
Telephone: (559) 248-4820  
Facsimile: (559) 248-4830

**\*\* E-filed 06/19/2009 \*\***

Attorneys for Defendant,  
GULF STREAM COACH, INC.,  
an Indiana corporation

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOHN WALBRIDGE,

Case No. C 09-02129 HRL

Plaintiff,

v.

**STIPULATION AND ORDER FOR  
REMAND OF ACTION TO STATE  
COURT**

GULF STREAM COACH, INC., a  
corporation; BANK OF AMERICA  
CORPORATION, a corporation; and  
DOES ONE through TWENTY,

Defendants.

This Stipulation is entered into by and between Plaintiff, JOHN WALBRIDGE ("Plaintiff"), and Defendants, GULF STREAM COACH, INC. ("GSC") and BANK OF AMERICA, N.A., sued herein as Bank of America Corporation ("Bank of America"), by and through their respective attorneys of record, on the following recitals, terms, and conditions:

**RECITALS**

This Stipulation is entered into with the following facts taken into consideration:

A. On or about September 24, 2008, Plaintiff caused to be filed an action against Defendants in the Santa Cruz County Superior Court entitled "*John Walbridge v. Gulf Stream Coach, Inc., a corporation; Metro R.V., Inc., a corporation; Bank of America Corporation, a*

1 *John Walbridge v. Gulf Stream Coach,*  
 2 *Inc., etc., et al.*

3 Case No. C 09-02129 HRL

4 *corporation; and Does One through Twenty,"* docketed as Case No. CISCV161511 ("THE  
 5 ACTION"). THE ACTION included claims for breach of express and implied warranty under  
 6 the Song-Beverly Consumer Warranty Act and Magnuson-Moss Consumer Warranty Act.

7 B. On or about May 14, 2009, GSC filed a Notice of Removal which was joined by  
 8 Bank of America. The removal was based on the fact that diversity jurisdiction was created  
 9 when Metro R.V., Inc., a California corporation, was dismissed by Plaintiff on April 28, 2009.

10 C. The parties now wish to remand THE ACTION back to State Court based on the  
 11 fact that original jurisdiction may have existed in the Federal Court by the inclusion of Plaintiff's  
 12 claim for violation of the Magnuson-Moss Consumer Warranty Act.

### 13 STIPULATION

14 With the above facts taken into consideration, the adequacy and sufficiency of which are  
 15 hereby acknowledged, the parties do hereby stipulate and agree as follows:

16 1. The above-captioned action will be remanded to Santa Cruz County Superior  
 17 Court for further proceedings.

18 2. There is no prevailing party for purposes of this Stipulation. Any determination  
 19 of attorney's fees will be decided by the State Court in THE ACTION once it is remanded to the  
 20 State Court.

21 3. This Stipulation may be executed in counterparts.

22 4. A facsimile or electronic signature shall be considered as valid as an original.

23  
 24 Dated: June 18, 2009

MAKLER & BAKER, LLP

25  
 26 By: 

27 TERRY L. BAKER  
 28 Attorneys for Plaintiff,  
 JOHN WALBRIDGE

1 *John Walbridge v. Gulf Stream Coach,*  
2 *Inc., etc., et al.*

3 Case No. C 09-02129 HRL

4 Dated: June 11, 2009

COLEMAN & HOROWITT, LLP

6 By: 

DARRYL J. HOROWITT  
Attorneys for Defendant,  
GULF STREAM COACH, INC.

9 Dated: June 11, 2009

SEVERSON & WERSON, P.C.

11 By: 

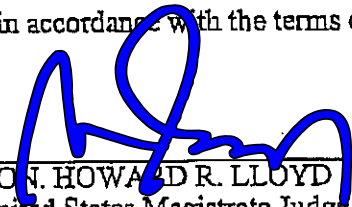
SCOTT T. HYMAN  
Attorneys for Defendant,  
BANK OF AMERICA, N.A.

14 ORDER

15 The parties having so stipulated, and good cause appearing therefor:

16 IT IS HEREBY ORDERED that the pending action should be remanded to Santa Cruz  
17 County Superior Court for further proceedings in accordance with the terms of this Stipulation.

19 Dated: June 19, 2009

  
HON. HOWARD R. LLOYD  
United States Magistrate Judge  
Northern District of California